

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA  
CIVIL DIVISION**

STEVEN NORDBECK and MELISSA  
NORDBECK, husband and wife;  
TIFFANY URENA; ELIZABETH WHITE;  
TROY GOLDBERG; GERALD COSENTINO  
and LYNN COSENTINO, husband and wife;  
MATTHEW MONROE and MISTY MONROE,  
Husband and wife; WARD NETSCHER;  
BRIAN MURPHY and TARA MURPHY,  
Husband and wife; WILLIAM A. JAMIESON;  
PAUL J. GIANNOTTI; and BRANDON PERTILE,

Plaintiffs,

Case No. 2022-CA-4745  
Division B

v.

HILLSBOROUGH COUNTY, FLORIDA, a  
political subdivision of the State of Florida,

Defendant.

**TAYLOR MORRISON'S ANSWER AND DEFENSES TO AMENDED COMPLAINT**

Defendant, Taylor Morrison of Florida, Inc. ("Taylor Morrison"), by and through its undersigned counsel, hereby answers the Amended Complaint and responds as follows to the corresponding paragraphs of the Amended Complaint:

1. Admitted for jurisdictional purposes only. To the extent not specifically admitted herein, the allegations and all inferences therefrom are denied.
2. Admitted for jurisdictional purposes only. To the extent not specifically admitted herein, the allegations and all inferences therefrom are denied, and it is specifically denied that new Plaintiffs could be added after the 30-day deadline to bring this action.
3. Section 163.3215(1), Florida Statutes speaks for itself. To the extent the allegations of Paragraph 3 are inconsistent with said statute, the allegations and all inferences therefrom are

denied.

4. Admitted for jurisdictional and venue purposes only. To the extent not specifically admitted herein, the allegations and all inferences therefrom are denied.

5. Admitted for jurisdictional purposes only. To the extent not specifically admitted herein, the allegations and all inferences therefrom are denied.

6. Admitted for venue purposes only. To the extent not specifically admitted herein, the allegations and all inferences therefrom are denied.

7. Admitted for jurisdictional purposes only. To the extent not specifically admitted herein, the allegations and all inferences therefrom are denied.

8. Denied.

9. Denied.

10. Admitted.

11. Without knowledge, therefore denied.

12. Without knowledge, therefore denied.

13. Without knowledge, therefore denied.

14. Without knowledge, therefore denied.

15. Without knowledge, therefore denied.

16. Without knowledge, therefore denied.

17. Without knowledge, therefore denied.

18. Without knowledge, therefore denied.

19. Without knowledge, therefore denied.

20. Without knowledge, therefore denied.

21. Without knowledge, therefore denied.

22. Without knowledge, therefore denied.

23. Denied.

24. Admitted that **Exhibit A** to the Amended Complaint is the Subdivision Construction Plan Approval issued by the County on May 5, 2022. Admitted that **Exhibit B** to the Amended Complaint is the first page of the construction plans approved by the Subdivision Construction Approval. To the extent not specifically admitted herein, the allegations and all inferences therefrom are denied.

25. Admitted that PD 91-0136 was approved by the County in 1991. Portions of **Exhibit C** are illegible, such that Taylor Morrison is without knowledge and therefore denies that a true and correct copy of PD 91-0136 is attached at Exhibit C. To the extent not specifically admitted herein, the allegations and all inferences therefrom are denied.

26. Admitted that PD 91-0136 approved one residential lot per acre. Admitted that **Exhibit D** is the General Site Plan approved by PD 91-0136. To the extent not specifically admitted herein, the allegations and all inferences therefrom are denied.

27. Admitted that PD 91-0136 was found by the County to be consistent with the Comprehensive Plan applicable at the time PD 91-0136 was considered by the County. Otherwise without knowledge, therefore denied.

28. Admitted that there is a Future Land Use Element in the Comprehensive Plan. To the extent not specifically admitted herein, the allegations and all inferences therefrom are denied.

29. Denied.

30. Denied.

31. Chapter 163 of Florida Statutes speaks for itself. To the extent the allegations of Paragraph 31 are inconsistent with said statute, the allegations and all inferences therefrom are

denied.

32. The Act speaks for itself. To the extent the allegations of Paragraph 32 are inconsistent with said statute, the allegations and all inferences therefrom are denied.

33. The Act speaks for itself. To the extent the allegations of Paragraph 33 are inconsistent with said statute, the allegations and all inferences therefrom are denied.

34. Denied.

35. The Act speaks for itself. To the extent the allegations of Paragraph 35 are inconsistent with said statute, the allegations and all inferences therefrom are denied. It is specifically denied that Plaintiffs are “aggrieved or adversely affected parties” as defined by the Act and interpreting case law.

36. Denied.

37. The FLUE speaks for itself. To the extent the allegations of Paragraph 37 are inconsistent with the FLUE, the allegations and all inferences therefrom are denied.

38. Denied.

39. Comprehensive Plan Objective 4.3 speaks for itself. To the extent the allegations of Paragraph 39 are inconsistent with Comprehensive Plan Objective 4.3, the allegations and all inferences therefrom are denied.

40. Denied.

41. Denied.

42. Denied.

43. FLUE Policy 1.4 speaks for itself. To the extent the allegations of Paragraph 43 are inconsistent with FLUE Policy 1.4, the allegations and all inferences therefrom are denied.

44. Admitted that the Property lies outside the Urban Service Area pursuant to the

Comprehensive Plan that is presently in effect. To the extent not specifically admitted herein, the allegations and all inferences therefrom are denied.

45. Admitted that the Property is within a designated Rural Area pursuant to the Comprehensive Plan that is presently in effect. To the extent not specifically admitted herein, the allegations and all inferences therefrom are denied.

46. FLUE Urban Service Area (USA) Objective 1 speaks for itself. To the extent the allegations of Paragraph 46 are inconsistent with the FLUE, the allegations and all inferences therefrom are denied.

47. Denied.

48. FLUE Objective 4 speaks for itself. To the extent the allegations of Paragraph 48 are inconsistent with the FLUE, the allegations and all inferences therefrom are denied.

49. FLUE Policy 4.1 speaks for itself. To the extent the allegations of Paragraph 49 are inconsistent with the FLUE, the allegations and all inferences therefrom are denied.

50. Denied.

51. Denied.

52. Admitted that the Keystone-Odessa Community Plan is attached to the Amended Complaint as **Exhibit I** and is part of the Comprehensive Plan. To the extent not specifically admitted herein, the allegations and all inferences therefrom are denied.

53. Denied.

54. Denied.

55. The Keystone Plan speaks for itself. To the extent the allegations of Paragraph 55 are inconsistent with the Keystone Plan, the allegations and all inferences therefrom are denied.

56. Denied.

57. The Keystone Plan speaks for itself. To the extent the allegations of Paragraph 57 are inconsistent with the Keystone Plan, the allegations and all inferences therefrom are denied.

58. Denied.

59. FLUE Policy 16.2 speaks for itself. To the extent the allegations of Paragraph 59 are inconsistent with the Keystone Plan, the allegations and all inferences therefrom are denied.

60. Denied.

61. Exhibit B speaks for itself. To the extent the allegations of Paragraph 61 are inconsistent with Exhibit B, the allegations and all inferences therefrom are denied.

62. Without knowledge, therefore denied.

63. Comprehensive Plan Policy 16.8 speaks for itself. To the extent the allegations of Paragraph 63 are inconsistent with the Policy 16.8, the allegations and all inferences therefrom are denied.

64. Denied.

65. Objective 8.2 speaks for itself. To the extent the allegations of Paragraph 65 are inconsistent with the Objective 8.2, the allegations and all inferences therefrom are denied.

66. Denied.

67. Denied.

**COUNT I**  
**DECLARATORY AND INJUNCTIVE RELIEF**

68. Taylor Morrison realleges and incorporates Paragraphs 1-67 above as if fully set forth herein.

69. Denied.

70. Admitted for jurisdictional purposes only. To the extent not specifically admitted herein, the allegations and all inferences therefrom are denied.

71. Denied.

72. Denied.

WHEREFORE, Defendant, Taylor Morrison of Florida, Inc., demands judgment in its favor and against Plaintiffs, together with an award of its attorneys' fees, costs, and such additional relief this Court deems just and proper.

### **DEFENSES**

Taylor Morrison hereby identifies its defenses to Plaintiffs' claims, and states that by stating these defenses, Taylor Morrison does not agree, stipulate, or admit that it has the burden of proof on any of the following defenses:

#### **First Defense**

Plaintiffs lack standing to bring their claims pursuant to Section 163.3215(3), Florida Statutes. Plaintiffs do not have the standing required by Section 163.3215(2). Accordingly, judgment should be entered in favor of Hillsborough County and Taylor Morrison due to Plaintiffs' lack of standing.

#### **Second Defense**

Plaintiffs' Section 163.3215 claim fails as a matter of law because the County's May 5, 2022 Subdivision Construction Plan Approval ("Construction Approval") does not materially alter the use, density of use, or intensity of use of the subject property. In fact, the Subdivision Construction Plan Approval does not alter the use, density, or intensity in any way. The use, density, and intensity of use on the subject property were all approved by prior approvals of the County.

Likewise, the Construction Approval is not the development order that allowed the provision of public water and wastewater for the development -- again, that was allowed by prior

approvals of the County. Because the County previously approved public utilities for the property and the County has certified sufficient capacity of public utilities, there is no inconsistency with the Comprehensive Plan.

Because the Construction Approval does not materially alter the allowed use, density, or intensity of use on the subject property, Plaintiffs' Section 163.3215 claim fails as a matter of law.

### **Third Defense**

To the extent Plaintiffs' claim relies on alleged Section 163.3215 inconsistency as to the PD Zoning Approval, it is barred based on the 30-day expiration of the statute of nonclaim. Since the development order which altered the use/density/intensity on the property—the PD Zoning Approval—was approved in 1991, Plaintiffs' claim is time-barred because they failed to file it within 30 days of rendition of the PD Zoning Approval as required by Section 163.3215.

### **Fourth Defense**

The new party plaintiffs who were added as parties to the Amended Complaint -- William A. Jamieson, Paul J. Giannotti, and Brandon Pertile -- are time-barred from bringing this action because they did not sue within 30 days of the Construction Approval, a jurisdictional pre-requisite under the statute. Fla. Stat. § 163.3215(3). And the addition of these new party Plaintiffs does not “relate back” to the filing of the initial Complaint because there is no “identity of interest” between the new and former Plaintiffs.

### **DEMAND FOR ATTORNEYS' FEES**

Taylor Morrison has retained the undersigned counsel to represent it in this matter and is obligated to pay them reasonable attorneys' fees. Taylor Morrison is entitled to recover from Plaintiffs its attorneys' fees incurred in defending this action pursuant to Section 163.3215(8)(c), Florida Statutes.



**REQUEST FOR ADVANCEMENT ON THE CALENDAR**

Taylor Morrison requests the Court to advance this action on the calendar pursuant to Section 163.3215(8)(a), Florida Statutes.

WHEREFORE, Defendant, Taylor Morrison of Florida, Inc., demands judgment in its favor and against Plaintiffs, together with an award of its attorneys' fees, costs, and such additional relief this Court deems just and proper.

**CERTIFICATE OF SERVICE**

I hereby certify that on August 3, 2022, I electronically filed the foregoing with the Clerk of Court by utilizing the Florida Courts E-Filing Portal, which will send a notice of electronic filing to all counsel of record.

*s/ Shane T. Costello*  
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